



Sales Order Confirmation

6/19/2024

an employee owned company

To: [Redacted]
Phone: [Redacted]
Fax: [Redacted]
Email: [Redacted]@lf1.cuni.cz

From: [Redacted]
Phone: [Redacted]
Fax: [Redacted]
Email: [Redacted]@chroma.com

Bill To: University Karlova
1. lekarska fakulta
Katerinska 32
Praha 2
12108
Czech Republic

Ship To: University Karlova
160 UBIOL 1.lekarska fakulta
Ustav biologie a lekarske genetiky
Albertov 4
Praha2
12801
CZ

Chroma Sales Order Number: 422606
Customer Purchase Order: 2241600103/066
Order Date: 06/19/2024
Ship Via: Int. Priority
Terms: Net 30
Notes:

Contact: [Redacted]
Phone: [Redacted]
Fax: [Redacted]
E-Mail: [Redacted]@lf1.cuni.cz

Table with columns: Line, Qty, Chroma ID, Part / Description, Price, Ext Price, Estimated Ship date, Qty. Contains 3 line items for Zeiss Axio microscopes and lenses.

Please note: This document is not intended for use as an invoice

Taxes & duties:

Please note that Chroma Technology is not responsible for any taxes, duties or processing fees associated with your shipment(s). Please make arrangements to remit payment to your carrier once a shipment has been delivered.

Chroma Technology Corp. Standard Terms and Conditions of Sale

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY. THE TERMS AND CONDITIONS OF PRODUCT SALES ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY PLACING AN ORDER WITH CHROMA TECHNOLOGY CORP. ("CHROMA" OR "SELLER") BY TELEPHONE, EMAIL, MAIL, THROUGH CHROMA'S WEBSITE, OR ANY OTHER MEANS, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND CHROMA HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN. ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS POSTED ON THE WEBSITE DOES NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on Seller's Website (the "Site") or otherwise requesting products (the "Products") as these terms are defined herein. These Terms and Conditions are subject to change by Seller without prior notice, except that the Terms and Conditions posted on the Site at the time Customer places an order will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF VERMONT, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN WINDHAM COUNTY, VERMONT, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added).

Taxes

Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with the Products. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Payment terms are Net 30 days from date of invoice. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. Seller reserves the right to restrict the terms of payment or to require payment prior to time of shipment if in Seller's opinion circumstances do not warrant shipment under Seller's standard terms.

Delivery

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, unavailability of Customer supplied components, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates provided by Seller are estimates only.

Shipping

Unless otherwise provided in the Order Confirmation, Seller will select the method of transportation and routing for products sold either FOB or Delivery Duties Unpaid (DDU). Choice of shipment terms is at the sole discretion of Seller.

Export Sales

Export of items (including, but not limited to, commodities, software or technology) shall be in accordance with the Department of Commerce Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List.

Rights In Intellectual Property

All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, and any other forms of intellectual property, which are made, created, developed, written, conceived or first reduced to practice by Chroma solely, jointly or on its behalf, in the course of, arising out of, or as a result of Chroma's work performed in the course of fulfilling any order by Customer, shall belong to and be the sole and exclusive property of Chroma. Customer agrees not to reverse engineer all or any portion of any Product nor allow or assist others to do so.

Warranties

[Filter Warranty <https://www.chroma.com/support/customer-support/warranty-info->](https://www.chroma.com/support/customer-support/warranty-info-)

Pricing Information

Seller reserves the right to make adjustments to pricing and Products for reasons including, but not limited to, changing market conditions, Product discontinuation, supplier price changes and errors in advertisements.

Credits

Any credit issued by Seller to Customer for any reason must be used within Three (3) years from the date that the credit was issued. Any credit or portion thereof not used within the three (3) year period will be turned over to the State of Vermont as Unclaimed property

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Indemnification

Customer shall defend, indemnify and hold Chroma and its members, officers, employees, representatives and agents harmless against any and all claims, actions, proceedings, judgments, losses, damages, fines, penalties, liabilities costs and expenses of any kind, including without limitation attorneys' fees, arising out of or relating to any allegation or claim of infringement of any third-party intellectual property rights based on, arising from, or related to compliance with any design, specification, or requirement of Customer.

Cancellation

Once accepted by Seller, an order or release from Customer for Products may be suspended or delayed by Customer only with the written approval of Seller. Seller may impose cancellation and/or other charges in connection with the suspension or delay of an order or release for Products. Cancellation of the contract for an order of Products may occur: (1) by Customer prior to completion of the contract only with the express written consent of Seller (the contract is deemed complete when all requested Products have been shipped to Customer), or (2) at the Seller's option if Customer defers delivery of the Products, or any scheduled delivery of a portion of the Products, for 90 days or more from the shipment date on the original order confirmation. In the event of such cancellation, Seller shall be entitled to payment based on the percentage of completion of the contract multiplied by the contract selling price. The percentage of completion shall be calculated based on the inventory cost incurred at the date of cancellation divided by the estimated total inventory cost of the contract.

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the interpretation or application of these Terms and Conditions or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Windham County, Vermont. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products will be exclusively litigated in court rather than through arbitration.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. If any term or condition of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.